3. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales are subject to the confirmation of the Executive Engineer, Hassan Division.

4. After conclusion of the sale, each purchaser shall pay the full amount in cash to the Officer conducting the sale.

5. No materials shall be permitted to be removed by the purchaser unless the full amount is paid.

6. The materials should be removed as early as possible and in no case should they be allowed to remain longer than 7 days from the date of sale and the materials not removed after purchase will remain in the compound at the risk of the purchaser.

7. If the same is not removed within the time allowed, the same may, after 4 days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the sale.

P. SUBBA RAO,
Executive Engineer.

KADUR DIVISION.

Abstract Notification dated Chikmagalur, the 27th March 1939.

The attention of the public is invited to the notification published in pages 644-646, Part VI of the *Mysore Gazette*, dated 6th April 1939, calling for tenders for the work of constructing drains in Chikmagalur Town during 1938-39 and 1939-40.

The last date of receipt of tenders in this office is 15th April 1939.

Estimate.—Rs. 21,500. *Deposit.*—Rs. 1,075.

C. R. IYENGAR,
Executive Engineer.

CHITALDRUG DIVISION.

Notification dated 6th April 1939.

1. Sealed tenders will be received at the office of the Executive Engineer, Chitaldrug Division, up to 2 P.M., on 20th April 1939, for constructing an eartben dam across Janakattehalla and excavating feeder to feed Hiremallanahole Tank in Jagalur Taluk.

2. Tenders in the prescribed form, obtainable from the office of the Executive Engineer, Chitaldrug Division, should be addressed to the Executive Engineer, Chitaldrug Division, in a sealed cover and superscribed as "Tender for constructing an earthern dam across the Janakattehalla and excavating feeder to feed Mallanhole Tank in Jagalur Taluk. The name of the tenderer superscribed on the top of the cover.

3. Each tender must be accompanied by a deposit of Rs. 225 (Rupees two hundred and twenty-five only) in cash or Government Promissory Notes or Mysore Government Bonds, duly endorsed at face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract. Such a deposit in cash will not carry any interest. The balance amount of Rs. 225 should be deposited at the time of executing agreement.

4. The tenders will be opened in the presence of such tenderers as wish to be present on 20th April 1939 at 4 P.M. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract Form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force, will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of tender notification contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Chitaldrug, on all working days, between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Re. 1.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of December 1939, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 2 (Two only) per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus, including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary, provide for the same by insurance at the proper time.

(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

23. In the case of lumpsum item, contractor will be paid on actuals at schedule rates as per date limiting the amount to estimate provision.

24. Only "Chamundi" Brand cement should be used.

Abstract estimate of quantities for constructing an earthen dam across Janakatte Halla and excavating feeder to feed Hiremallanahole Tank in Jagalur Taluk.

Serial No.	Items of work	Per	Rate	Quantity	Cost	Rates to be quoted in	
						Figures	Words
	Constructing an earthen dam across Janakatte Halla.		Rs. a. p.		Rs.	Rs.	Rs.
1	Earthwork banking with good gravelly soil including watering and consolidation	C.yd.	0 5 0	2,092	654		
2	Removing loose earth, etc., at the seat of bund	,,	0 2 6	633	99		
3	Sundry and unforeseen works ..	As per details during execution.					
4	Constructing apron with roughstone for weir	C.yd.	1 8 0	43½	65		
5	Constructing a Sluice :—						
	(*a*) Earthwork excavation in O. S. and H. G.	,,	0 3 0	..	..		
	(*b*) Concrete in surki mortar foundation	C.ft.	0 4 0	..	..		
	(*c*) Size stone in surki mortar or cement mortar 1 : 6 ..	,,	0 5 0	..	..		
	(*d*) Burnt stone slabs 6″ thick for tunnel	S.ft.	0 8 0	..	..		
	(*e*) Cement pointing 1 : 3 ..	Sqr.	4 0 0	..	..		
	(*f*) Providing and fixing a pin shutter with locking arrangements making grooves in the masonry, etc., complete ..	S.ft.	..	..	..		
	(*g*) Roughstone revetment and jelly backing	C.yd.	1 8 0	..	..		
	(*h*) Cement plastering 1 : 3 ..	Sqr.	8 0 0	..	..		
	(*i*) Sundry and unforeseen ..	As per details during execution.					
	Opening out Feeder Channel from Janakatte Halla to Hiremallanahole Tank.						
	Excavating feeder channel :—						
1	Earthwork excavating in ordinary soil and hard gravel ..	C.yd.	0 3 0	4,481	840		
2	Do in soft rock ..	,,	0 5 6	4,481	1,540		
3	Earthwork banking, using available good earth from excavation including watering and consolidation	,,	0 2 0	768	96		
4	Roughstone revetment ..	,,	1 8 0	156	234		
5	Removing sand and silt in ballas	,,	0 2 0	L. S.	62		

S. RAMASWAMY,
Executive Engineer.

MISCELLANEOUS DEPARTMENTS

OFFICE OF THE INSPECTOR-GENERAL OF POLICE IN MYSORE, BANGALORE.

Notice No. T. C. 295—37-38, *dated* 19*th November* 1937.

The public are hereby informed that an Avery's Weigh-bridge to weigh motor vehicles is erected in the Office of the Inspector-General of Police in Mysore, Cenotaph Road, Bangalore City, and that motor vehicles brought for weighment will be weighed on payment of a fee of Rs. 10 for each weighment. A certificate of weighment will invariably be issued with each weighment so made.

F. A. HAMILTON,
Inspector-General of Police.